

REMARKS

Reconsideration of this application as amended is respectfully requested.

Claims 1-31 are pending. Claims 1, 7, 18, 23 and 27 have been amended. Support for the amendments is found in the specification, the drawings and in the claims as originally filed. Applicants submit that the amendments do not add new matter.

Rejections Under 35 U.S.C. § 112

Claims 7 and 8 were rejected under 35 U.S.C. § 112, second paragraph. Applicants respectfully traverse the rejection to the term “concurrent bilateral negotiation” because the definiteness of claim language must be analyzed in light of the teachings of the prior art and the specification as it would be interpreted by one of skill in the art [MPEP 2173.02]. Support may be found on page 18, line 10 to page 19, line 10 of the specification. Otherwise, the Applicants respectfully submit that claims 7 and 18, as amended, satisfy the requirements of 35 USC §112, second paragraph and respectfully request the rejections be withdrawn.

Rejections Under 35 U.S.C. § 102(e)

Claims 1, 3-5, 7, 9, 11, 13-14, 16-17, 18, 20-24 and 26 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,131,087 of Luke et al. (“Luke”). Applicants respectfully traverse the rejection because Luke does not disclose each and every element of the invention as claimed.

Claim 1, as amended, claims a method for managing an electronic negotiation, comprising:

sending a negotiation initiating offer object to a first negotiating party for specifying rules of the negotiation and for forming a negotiation initiating offer including specification of at least one attribute;

receiving the negotiation initiating offer from the first negotiating party, the negotiation initiating offer from the first negotiating party being a retractable offer;

sending a counter offer object to a second negotiating party for forming a counter offer to a target negotiating party, wherein the target negotiating party of the counter offer object is the first negotiating party;

receiving the counter offer from the second negotiating party, the counter offer from the second negotiating party being a retractable offer;

validating the counter offer if the counter offer complies with the rules of the negotiation;
and

sending the validated counter offer to the first negotiation party to engage said first and second negotiation parties in active negotiation.

The Luke reference discloses a system and method for automatically identifying, matching and near-matching buyers and sellers in electronic market transactions [Abstract]. The Luke reference discloses a computing means for matching offer and solicitation data from market participants and notifying originators of the matching data of the results of any such matching operations [column 6, lines 15-19]. However, the Luke reference does not teach the element of “receiving the negotiation initiating offer from the first negotiating party, the negotiation initiating offer from the first negotiating party being a retractable offer.” The Luke reference teaches the system submits the offer data in the form of numeric data and points to the exchange participant, who evaluates the proposed transaction and either accepts, counter offers, or rejects the proposition [column 9, lines 57-60]. The Luke reference does not teach that the offer is retractable. Furthermore, the Luke reference does not teach the element of “receiving the counter offer from the second negotiating party, the counter offer from the second negotiating

party being a retractable offer.” The Luke reference does not disclose the offer and solicitation offer to be retraceable. Therefore, each and every element of the invention is not disclosed as claimed.

Independent claim 23 includes limitations similar to those recited in claim 1. Therefore, Applicants respectfully request the rejections to claims 1 and 23 be withdrawn, at least for reasons stated above. Claims 3-5, 7, 9, 11, 13-14, 16-17, 18, 20-22, 24 and 26 are dependent, directly or indirectly, on one of the independent claims 1 or 23. Therefore, at least for the reasons stated above, the Applicants respectfully request the rejections to claims 3-5, 7, 9, 11, 13-14, 16-17, 18, 20-22, 24, and 26 be withdrawn.

Rejections Under 35 U.S.C. § 102(a)

Claims 1-5, 7-18, 20-21 and 23-31 stand rejected under 35 U.S.C. § 102(a) as being anticipated by interneg.Carleton.ca – INSS (“INSS”). Applicants do not admit that the INSS reference is prior art and reserves the right to swear behind the reference at a later date. Nonetheless, Applicants respectfully traverse the rejection because the INSS reference does not disclose each and every element of the invention as claimed.

The INSS reference describes a Web-based negotiation support system. It contains a facility for specification and assessment of preferences, an internal messaging system and graphical displays of the negotiation process. The INSS explains the actual conduct of the negotiation during which two parties exchange a series of messages and offers, creating an atmosphere for the negotiation, presenting both sides of the case and bargaining until an agreement is reached [See INSS – About INSS]. However, the INSS reference does not teach the element of “receiving the negotiation initiating offer from the first negotiating party, the negotiation initiating offer from the first negotiating party being a retractable offer.” The INSS

reference teaches the making of offers and counteroffers between two parties, including presenting issues individually or with a package [See INSS – Using INSS: An Example]. The INSS reference does not teach that any type of offer is retractable. Furthermore, the INSS reference does not teach the element of “receiving the counter offer from the second negotiating party, the counter offer from the second negotiating party being a retractable offer.” The INSS reference does not disclose any offer or counter offer is retraceable. Therefore, each and every element of the invention is not disclosed in the INSS reference, as claimed.

Rejections Under 35 U.S.C. § 103(a)

Claims 1-31 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over INSS as applied to claims 1-5, 7-18, 20-21 and 23-31 above, and further in view of Kersten, Negotiation Support Systems and Negotiating Agents, Colloque SMAGET, October 5-8, 1998 (“Kersten”) and U.S. Patent No. 6,401,080 B1 of Bigus et al. (“Bigus”).

The Applicants respectfully submit the Kersten reference does not represent effective prior art to the present application at least because the Kersten reference was published after the filing date of the patent application. The publication date of the Kersten reference is February 24, 2000, as disclosed by the last modified date printed on the document mailed with the Office Action. Therefore, the Applicants respectfully request the reference be withdrawn as prima facie evidence under 103(a) and the rejections under 103(a) be withdrawn. However, while making this statement, and reserving the right to swear behind the Kersten reference in the future, the Applicants submit that, as indicated above, claim 1 is patentable over the INSS reference. The Kersten and Bigus references fail to cure the underlying deficiencies of the INSS reference, including the failure to teach “receiving the negotiation initiating offer from the first negotiating party, the negotiation initiating offer from the first negotiating party being a retractable offer”

and “receiving the counter offer from the second negotiating party, the counter offer from the second negotiating party being a retractable offer.” Hence, claim 1 is patentable over this combination of references. Independent claims 23 and 27 have limitations similar to those recited in claim 1. Therefore, at least for the reasons above, the remaining claims are patentable over this combination of references.

CONCLUSION

Applicants respectfully request reconsideration of the application and submit that the rejections have been overcome by the remarks, and that the claims are now in condition for allowance. Accordingly, Applicants respectfully request the rejections be withdrawn and the claims be allowed.


The Examiner is invited to call the undersigned at 408-720-8300 if there remains any issue with allowance of this case.

Please charge any shortage to our Deposit Account No. 02-2666.

Respectfully submitted,

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